

Specified to Such person to whom by Such bill of Exchange Should be Limited to be paid within the time in the Same bill of Exchange for payment thereof Limited Should not pay. And whereas the aforesaid Nicholas Sporne upon the receipt of a valuable Consideration for the Sume of 32 pounds Sterling the aforesaid 29th day of June 1698 in Maryland aforesaid for the Consideration aforesaid According to the Custome of Merchants had delivered to the Said John Fisher three bills of Exchange with the propper hand and name of him the Said Nicholas Sporne Subscribed and to the Said John Hide Merchant in London Directed Requireing and appoynting the aforesaid John Hide in and by Either of the Said three bills of Exchange to pay to the Said John Fisher or his Order the Sume of 32 pounds Sterling att thirty dayes Sight of the Said bill (or Either of them) then next following the aforesaid Nicholas [506] Sporne the Same 29th day of June 1698 inconsideration of the premisses did assume upon himsele and to the Said John Fisher faithfully promised that if the aforesaid bills of Exchange or Either of them for want of Exceptance thereof by the aforesaid John Hide Should be protested According to the use of merchants or if the Said John Hide the aforesaid 32 pounds Sterling to the Said John Fisher or his order did not pay in the End of thirty dayes then he the Said Nicholas Sporne the Said 32 pounds Sterling to the aforesaid John Fisher well and faithfully would content and Pay, and the Said John Fisher in fact Saith that after and within the aforesaid time in the aforesaid bills of Exchange for payment thereof Limited for the aforesaid 32 pounds Sterling (to witt) on the 13th day of December annoque Domini 1698 one William Scory—Notary Publick admitted and Sworne then dwelling in London aforesaid att the request of one Jonathan Matthews Coraspondent of the Said John Fisher Demanded of the Said John Hide payment of the Contents of the first of the aforesaid three Bills of Exchange and the the Said John Hide answered that he would not pay the Said bill for want of advice upon which the Said Jonathan Matthews Corraspondant of the Said John Fisher afterwards and within the aforesaid 30 dayes (to witt) upon the aforesaid 13th day of December Annoque Domini 1698 according to the use of Merchants att London aforesaid did protest that bill for not acceptance thereof by the Said John Hide and further he the Said John Fisher Saith that the aforesaid John Hide in the End of the aforesaid 30 dayes the Said 32 pounds Sterling to him the Said John Fisher or to any other person for his use did not pay or in any manner for the Same given content.

Yett Nevertheless the Said Nicholas Sporne his Promise and assumption soe as aforesaid made not att all regarding but contriveing him the Said John Fisher in this behalfe to deceive and defraud the Said Nicholas Sporne the Said 32 pounds Sterling or any part thereof to the Said John Fisher hath not paid Although upon or about the 23d day of June in the year of our Lord 1699 att Charles Towne aforesaid and at divers other times was thereunto required but the Same to Pay hath denyed and Still doth denye By meanes Whereof he the Said John Fisher the whole proffitt Gaine and advantag which he with the aforesaid 32 pounds Sterling by Lawfull buying Selling and Bargaineing might have had and gain hath now totally Lost and is wholely deprived of whereupon he the Said John Fisher Saith he is the worse and hath damage to the Value of 50 pds Sterling and thereupon he brings his Suite etc.

Pledges to prosecute. John Doe, Richard Roe. Joshua Cecell for the Plaintiff.

And the Said John Fisher brings here into Court as well the Originall bill of Exchange as allso the protest that it may the Plainer appear etc.